



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 29

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

☐ COMPLETE
 ☐ PARTIAL
 ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

SOLICITATION NOTES**SPECIAL NOTE TO ALL VENDORS: PLEASE READ THE FOLLOWING COMMENTS.**

**SPECIAL NOTE:** All offers are to be submitted in accordance with 52.000-4706, Electronic submission of Offers. Offer not received in its ENTIRETY by the specified time (hour) will be considered non-responsive. This installation has only one fax number for electronic offers. Offerors that wait until last minute to submit offers do so at their own risk because numerous faxed documents being received may delay receipt of your offer.

**NOTE 1:** Quote must be submitted on Standard Form 1449. Quoters that fail to furnish required representations or information, or rejects the terms and conditions of the request for quote may be excluded from consideration.

**NOTE 2:** It is your responsibility to furnish all information requested. We will not confirm information by telephone. If you do not fully response (such as price, delivery date) to the Request for Quotation, you will be determined non-responsive.

**NOTE 3:** Place of manufacture \_\_\_\_\_  
(Contractor, please complete).

**NOTE 4:** Contractor must complete the delivery schedule located within clause 52.211-4202, Time of Delivery.

**NOTE 5:** Contractor must accept Government Smart Pay Visa Credit Card or provide their electronic funds transfer address. Contractors must be registered in the Central Contractor Registration (CCR) Program before an award will be issued.

**NOTE 6: Note to Offerors** – I an equal is quoted, vendor must submit technical literature. Items quoted must meet or exceed standards of the suggested parts listed in the item description and scope. Technical evaluations will be performed.

**NOTE 7:** As stated in FAR 52.212-2, delivery will be considered significantly more important in determining the awardee of this requirement.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DOWNDRAFT WORK BENCHES FFP Downdraft Work Benches to be provided in strict accordance with the attached Scope. Donaldson Torit Model DB-3000 or EQUAL. See Scope for Salient Features required. FOB: Destination PURCHASE REQUEST NUMBER: W31G1Y71371010	4	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Commercial Off the Shelf Operator Manual FFP See attached DD Form 1423 and DD Form 1664 FOB: Destination PURCHASE REQUEST NUMBER: W31G1Y71371010	4	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Commercial Off the Shelf Maintenance Man FFP See attached DD Form 1423 and DD Form 1664 FOB: Destination PURCHASE REQUEST NUMBER: W31G1Y71371010	2			

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NET AMT

#### CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.223-4	Recovered Material Certification	OCT 1997
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.0000-4200 PLACE AND METHOD OF DELIVERY

All methods of shipment, except rail, will be made to the following address:

ANNISTON ARMY DEPOT  
CENTRAL RECEIVING POINT (CRP) BUILDING 513  
7 FRANKFORD AVE  
ANNISTON, AL 36201-4199

MARKED FOR: CRP – BLDG 513  
W911KF-07-

Rail Shipments:

TRANSPORTATION OFFICER  
ANNISTON ARMY DEPOT  
BYNUM, AL 36253

MARKED FOR: W911KF-07-

(End of clause) October 2006

#### 52.0000-4204 COVERAGE OF OPEN DELIVERY TRUCKS

All open delivery trucks or other delivery vehicles shall be covered with a tarp or other means to preclude paper or other materials from blowing out along the roadways.

#### 52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

#### 52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:  
HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command Counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:  
[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

## 52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

### **FAX:**

The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). The maximum file size for this FAX number is 4K. Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

### **E-MAIL SUBMISSION:**

E-Mail bids/proposals will be directed to [anadacqnet@conus.army.mil](mailto:anadacqnet@conus.army.mil). Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

### **ON-LINE SUBMISSION:**

On-line submission of bids/proposals is via our "**Vendor Response Module**." This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.anadprocnet.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

(End of provision) June 2007

#### 52.000-4905 RECEIVING HOURS

- a. Receiving hours for deliveries to the Receiving Area (see paragraph b):

DAYS PER WEEK	HOURS
Monday – Friday	7:00 a.m. - 12:00 p.m.
	and
	12:40 p.m. - 2:00 p.m.

- b. Normal Depot working hours are as follows:

DAYS PER WEEK	HOURS
Monday – Thursday	7:00 a.m. - 12:00 p.m.
	and
	12:30 p.m. - 4:30 p.m.
Every Other Friday	7:00 a.m. - 12:00 p.m.
	and
	12:30 p.m. - 3:30 p.m.

- c. Anniston Army Depot will be closed Saturdays, Sundays, Federal Holidays, and every other Friday.
- d. Details of this order/contract should not be discussed with anyone other than the Contract Administrator whose name and telephone number are shown in the ADMINISTERED BY block of the order/contract. Should you receive any inquiry(ies) from any source other than as indicated above, we would appreciate you contacting us in writing or by telephoning the appropriate administrator at Anniston Army Depot.
- e. If the purchase/contract/delivery order number is not noted on the shipping document or marked clearly on the box/package, it will be REJECTED.



(End of clause)

#### 52.000-4922 FOREIGN SUPPLIES

This contract is subject to the Buy American Act (41 U.S.C. 10a-d) and implements Parts 25 of the FAR and DFARS and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

#### 52.000-4924 COMMERCIAL WARRANTY

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

#### 52.000-4927 CLAUSES APPLICABLE TO COMMERCIAL ITEMS

##### INCORPORATION OF SIMPLIFIED ACQUISITION SOLICITATION PROVISIONS OR CONTRACT CLAUSES BY REFERENCE

The clauses and provisions of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) are hereby incorporated in this solicitation, order or contract (as applicable) by reference number only with the same force and effect as if set forth in full text.

Availability of text of clauses - The complete text of any or all of the clauses effective in the date of the latest Federal/ Defense Acquisition Circular is available electronically from the following World Wide Web (WWW) Pages. The complete text of clauses other than those posted on these WWW Pages may be obtained by contacting the cognizant contracting officer for the particular solicitation, order, or contract.

##### Activity

Acquisition Reform Network  
FARSite Contracting Library  
Anniston Army Depot Web Site

##### WWW Page Address

<http://www.arnet.gov>  
<http://farsite.hill.af.mil>  
<http://www.procnet.anad.army.mil>  
(Local Links, Reference Library, 13=DFARS, 22=FAR)

FAR 52.204-7  
DFARS 252.204-7004  
FAR 52.211-15  
FAR 52.211-17  
FAR 52.222-1

FAR 52.212-5

NOTE: FAR 52.222-3, 52.222-19, 52.222-21, 52.222-26, 52.222-36, 52.223-9, 52.225-13, and 52.232-33 within paragraph (b) are the only clauses applicable to this contract/order. If checked, the following clauses in paragraph (b) of this clause are also applicable:

- ☐ (5) (i) 52.219-6, Notice of Total Small Business Set Aside (15 U.S.C. 644)
- ☐ (ii) Alternate I of 52.219-6.
- ☐ (iii) Alternate II of 52.219-6.

- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set Aside.  
☒ (33) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ (1) 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

☐ (2) 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

☐ (3) 252.219-7004 Small Business Subcontracting Plan (Test Program) (15 U.S.C. 637 note).

☒ (4) 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).

☐ (5) 252.225-7012 Preference for Certain Domestic Commodities (10 U.S.C. 2533a).

☐ (6) 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).

☐ (7) 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).

☐ (8) 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Public Law 107-117 and the same restriction in subsequent DoD appropriation acts).

☐ (9) 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ (10) 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (12 U.S.C. 2779).

☐ (11) 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

☐ (12)(i) 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payment Program (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

☐ (ii) Alternate I of 252.225-7036.

☐ (13) 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

☐ (14) 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

☐ (15) 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

☐ (16) 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

☒ (17) 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

☐ (18) 252.237-7019 Training for Contractor Personnel Interacting with Detainees (Section 1092 of Public Law 108-375).

☐ (19) 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

☐ (20)(i) 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

☐ (ii) Alternate I of 252.247-7023.

☐ (iii) Alternate II of 252.247-7023.

☒ (iv) Alternate III of 252.247-7023.

☒ (21) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (Section 1092 of Pub. L 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

**PACKAGING**

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's off-the-shelf or over-the-counter packaging providing:

- (1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
- (4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
- (5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
- (6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the Ship To portion of this order.
- (7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

#### MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:

- a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.
- b. Noun.
- c. Quantity, unit, and unit of issue.
- d. Contract, Purchase Order, or Delivery Order number.
- e. ☒ This is a Property Book Item.

*If e. above is checked, add to marking on packing list: Receiving: Notify Property Book Office at Ext. 6270.*

NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

(End of clause) May 2007

#### 52.211-4202 TIME OF DELIVERY

- (a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT
0001	4	60 Calendar Days After Date of Award
0002	4	60 Calendar Days After Date of Award
0003	2	60 Calendar Days After Date of Award

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The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE **Contractor: Please Complete.**

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS	
		AFTER DATE OF CONTRACT	
0001	4	_____	Calendar Days After Date of Award
0002	4	_____	Calendar Days After Date of Award
0003	2	_____	Calendar Days After Date of Award

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**Technical Evaluation will be on a Met/Not Met basis.**

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)  
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.



(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

## (5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) ) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

\_\_\_\_\_  
[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

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[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."  
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

**Other End Products**

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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## Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)



(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_\\_types.html](http://www.acq.osd.mil/dpap/UID/uid__types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item No.

Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----  
--.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Lot or batch number.\*\*

(8) Current part number (if not the same as the original part number).\*\*

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

**1.0 Scope (The benches shall be Donaldson Torit Model DB-3000 or equal)**

- 1.1 This Specification establishes the requirement for four (4) Downdraft Workbenches which will be provided to Anniston Army Depot, Anniston, Alabama for the future PFMF Building 474 Operation.
- 1.2 The Downdraft Workbenches shall be designed, fabricated, and delivered by the Process Equipment Supplier with all the functions, capabilities and support equipment as described below and within this Specification.
- 1.3 The Downdraft Workbenches shall be designed for operation within a climate controlled industrial factory.

**1.3.1 General Performance Data**

- 1.3.1.1 The Downdraft Workbenches shall be a self contained, standalone unit that will be permanently secured to the PFMF factory floor (by others).
- 1.3.1.2 The Downdraft Workbenches shall be capable of creating a 200 FPM downdraft across the work surface. The downdraft shall be evenly distributed across the work surface for effective dust control.
- 1.3.1.3 The Downdraft Workbenches shall have a slotted steel work surface capable of supporting 75 pounds per square foot work pieces. The sides of the work surface shall have hinged "side wing panels" that can be lowered to handle larger work pieces.
- 1.3.1.4 The Downdraft Workbenches shall operate on electrical power sourced from the future PFMF Factory (by others).
- 1.3.1.5 The Downdraft Workbenches shall have a removable dust collection basin for disposal of dust and debris from the cleaning operation.
- 1.3.1.6 The Downdraft Workbenches shall have a "cleaning cycle" mode where the internal dust collector filters can have built-up dust and debris released into the dust collection basin.

**1.4 Design and Performance Requirements**

**1.4.1 Performance Data**

- 1.4.1.1 Downdraft Velocity ..... 200 FPM Uniform Across Work Surface
- 1.4.1.2 Air Flow .....3,000 CFM Nominal
- 1.4.1.3 Filtration Efficiency ..... 99.99% on 0.5 mu Dust Particles
- 1.4.1.4 Filter Area ..... 480 Sq Ft
- 1.4.1.5 Filter Type .....Removable Cartridge
- 1.4.1.6 Filter Cleaning ..... Powered Pulse and Static

- 1.4.1.7 Removable Dust Basin Capacity ..... 2.8 Cubic Ft
- 1.4.1.8 Work Surface Capacity ..... 75 Lbs per Sq Ft
- 1.4.1.9 Sound Emission ..... 80 db Max
- 1.4.2 Design Requirements
  - 1.4.2.1 Downdraft Bench Size ..... 78 In Wide, 52 In Deep, 63 In High
  - 1.4.2.2 Work Surface Height ..... 38 In from Finished Floor
  - 1.4.2.3 Downdraft Fan ..... Direct Drive Airfoil Fan
  - 1.4.2.4 Fan Motor ..... 5 HP
  - 1.4.2.5 Electrical Power Source ..... 480 VAC, 3 Ph, 60 Hz
  - 1.4.2.6 Compressed Air Power Source ..... 100 PSI Max
  - 1.4.2.7 The Downdraft Workbench shall be a standalone unit to be secured to the factory floor (by others).
  - 1.4.2.8 The Downdraft Workbench shall have a factory installed electrical disconnect with lockout capability.
  - 1.4.2.9 The Downdraft Workbench shall have a suitable factory installed electrical power step-down transformer if required to match the available electrical power to the unit electrical power requirements.
  - 1.4.2.10 The Downdraft Workbench shall come completely wired from the factory installed electrical disconnect to all internal electrical devices and ready to be set in place.
  - 1.4.2.11 The Downdraft Workbench shall have hinged side wing panels that fold out of the way to allow larger and longer items to be set on the work surface.
  - 1.4.2.12 The Downdraft Workbench work surface shall have a 5/8 inch thick, replaceable nitrile rubber mat to protect the work pieces from damage while cleaning.
  - 1.4.2.13 The Downdraft Workbench shall have the controls mounted on the workbench in a suitable location within reach of the operator from the work envelop.
  - 1.4.2.14 The Downdraft Workbench shall have controls suitable to initiate the automatic pulse filter cleaning cycle upon equipment power-down.
  - 1.4.2.15 The Downdraft Workbench shall have a dust collector filter gage to measure the pressure differential between the clean air and dirty air side of the dust filter.

- 1.4.2.16 The Downdraft Workbench shall have a pulse dust filter cleaning system powered by compressed air.
- 1.4.2.17 The Downdraft Workbench shall have solenoid mufflers mounted to the pulse filter cleaning system.
- 1.4.2.18 The Downdraft Workbench shall have one (1) capped compressed air outlet for air tools including a filter, regulator and lubricator. Air hose, air tools and connections by others.
- 1.4.2.19 The Downdraft Workbench shall have a removable dust collection basin for disposal of dust and debris collected within the workbench.
- 1.4.2.20 The Downdraft Workbench shall have built-in fluorescent lights to illuminate the work surface. The lights shall have a non-breakable window for protection.
- 1.4.2.21 The Downdraft Workbench shall have access doors to the dust collector filters on the exterior of the workbench cabinet.
- 1.4.2.22 Each Downdraft Workbench shall have a storage cabinet capable of storing spare dust filters, recommended spare parts, special tools and operator safety gear as specified by the Process Equipment Supplier.
- 1.4.2.23 Physical presence at ANAD is required within 48 hours of notification that the machine requires service or repair, or remedial maintenance that is outside the scope of contractor trained ANAD maintenance personnel.
- 1.4.2.24 Maintenance parts necessary for periodic replacement such as electronic components, bearings, gears, hydraulics, and other parts normally considered by the manufacturer as spare parts subject to wear or deterioration shall be stocked and available for shipment.

#### 1.5 Spare Parts Kit

- 1.5.1 A spare parts kit shall be included with delivery of the Process Equipment.
- 1.5.2 The kit shall include all Process Equipment Supplier recommended spare parts for the Process Equipment.
- 1.5.3 The Process Equipment shall have a lockable storage cabinet for the spare parts kit.



# CONTRACT DATA REQUIREMENTS LIST

Form Approved

OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. four (4) Downdraft Workbenches	B. EXHIBIT A	C. CATEGORY TDP <u>X</u> TM _____      OTHER _____
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D. SYSTEM/ITEM four (4) Downdraft Workbenches	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Commercial off the shelf Operator manual	3. SUBTITLE
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4. AUTHORITY (Date Acquisition Document No.) DI-M-7024	5. CONTRACT REFERENCE SECTION C, NOTE 1	6. REQUIRING OFFICE SIOAN-DPE-MED
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY 1	12. DATE OF FIRST SUBMISSION WITH EQUIPMENT	14. DISTRIBUTION
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE
				b. COPIES
				Draft
				Final
				Reg
				Repro

16. REMARKS	15. TOTAL →	4	
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17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Commercial off the shelf Maintenance manual	3. SUBTITLE
--------------------------	---	-------------

4. AUTHORITY (Date Acquisition Document No.) DI-M-7024	5. CONTRACT REFERENCE SECTION C, NOTE 1	6. REQUIRING OFFICE SIOAN-DPE-MED
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY 1	12. DATE OF FIRST SUBMISSION WITH EQUIPMENT	14. DISTRIBUTION
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE
				b. COPIES
				Draft
				Final
				Reg
				Repro

16. REMARKS	15. TOTAL →	2	
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17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

G. PREPARED BY KEN LEE	H. DATE 1 May 2007	I. APPROVED BY	J. DATE
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## DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

### 1. TITLE

Commercial off the shelf manuals

### 2. IDENTIFICATION NUMBER

DI-TMSS-80527

### 3. DESCRIPTION / PURPOSE

3.1 Commercial off the shelf manuals contains operation, maintenance, parts lists, and other instructions applicable to equipment designed and manufactured for commercial use.

3.2 The Government uses cots manuals to support commercial equipment in a Government commercial or military environment.

### 4. APPROVAL DATE (YYMMDD)

### 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

### 6a. DTIC APPLICABLE

### 6b. GIDEP APPLICABLE

### 7. APPLICATION / INTERRELATIONSHIP

7.1 This Data Item Description (DID) is applicable when existing COTS manuals are acquired in order to evaluate their acceptability for Government use.

7.2 COTS manuals are acceptable for Government use when they conform to applicable requirements of 3.1 and 3.2 of MIL-M-7298.

### 8. APPROVAL LIMITATION

### 9a. APPLICABLE FORMS

### 9b. AMSC NUMBER

### 10. PREPARATION INSTRUCTIONS

10.1 Reference Documents. The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices and revisions, shall be as specified in the contract.

10.2 Format. The style and format of COTS manuals shall be in accordance with 3.1.1 of MIL-M7298

10.3 Content. The content of COTS manuals shall be in accordance with 3.2 of MIL-M-7298

### 11. DISTRIBUTION STATEMENT